arrest or seizure of goods. *Lange* v. *Soffell*, 33 Ill. App. 624; *Detroit* v. *Martin*, 34 Mich. 170; *Railroad Co.* v. *Commissioners*, 98 U. S. 541. The entire common-law doctrine as to voluntary payments was unjust and illogical, and now in many jurisdictions has been greatly altered by statute. For example, invalid taxes may be recovered, though paid voluntarily in the common-law sense, if a specific protest is made. See 1915 MICH. COMP. LAWS, § 4049; CAL. POL. CODE, § 3819; 1913 NEB. REV. STAT., § 6491; 1902 MASS. REV. LAWS, c. 13, § 86. Where there are such statutes, the requirements as to protest must be strictly complied with. *Bankers Association* v. *Douglas County*, 61 Neb. 202, 85 N. W. 54; *Traverse Beach* v. *Elmwood*, 142 Mich. 78, 105 N. W. 30; *Knowles* v. *Boston*, 129 Mass. 551. Rhode Island has no such statute. But the court in the principal case, contrary to the older authorities, came to the conclusion that the payment by the plaintiff was involuntary. This conclusion is supported by the more recent decisions. *Ottawa University* v. *Franklin County*, 85 Kan. 246, 116 Pac. 892; *Atchison, T. & S. F. Ry. Co.* v. *O'Connor*, 223 U. S. 280. But the court went on to hold that the protest was not sufficiently specific to permit a recovery even though the payment was involuntary. However, the better authorities do not, in the absence of statute, require a specific protest if the payment is deemed involuntary. *Cox* v. *Welcher*, 68 Mich. 263, 36 N. W. 69; *Woodmere* v. *Springwells*, 130 Mich. 466, 90 N. W. 277. Unsatisfactory decisions are inevitable so long as the jargon of voluntary and involuntary payments is retained. The principle on which such cases should properly be rested is simply that one is entitled to recover money paid over when he neither intended a gift nor received any consideration. See POLLOCK, CONTRACTS, WILLISTON'S EDITION, 731, 732; 3 ILL. L. REV. 235, 237.

REFORMATION OF INSTRUMENTS — REFORMATION OF INSURANCE POLICY FOR MISTAKE OF FACT. — An insurance policy lapsed because of non-payment of premiums. Thereupon the insured became entitled to extended paid-up insurance, calculated upon the terms and by the methods provided in the policy, until July 13, 1915. The complainant's clerk made an error in computing the extended term, and indorsed on the policy a continuation until May 6, 1916, returning the policy to the insured. The latter died on Jan. 15, 1916. The complainant brought a bill to reform or cancel the indorsement. *Held*, that the bill be dismissed. *New York Life Ins. Co.* v. *Kimball*, 106 Atl. 676 (Vt.).

A party seeking reformation of a written instrument must clearly establish a valid agreement which the writing fails to express accurately by reason of a mutual mistake. *Kruse* v. *Koelzer*, 124 Wis. 536, 102 N. W. 1072; *Fulton* v. *Colwell et al.*, 112 Fed. 831. Negligence of the party demanding reformation will not be a bar to relief unless it constitutes a neglect of a legal duty. *Los Angeles & R. R. Co. et al.* v. *New Liverpool Salt Co.*, 150 Cal. 21, 87 Pac. 1029; *Snyder* v. *Ives*, 42 Iowa, 157. And there is no basis for estoppel where the defendant has not been prejudiced nor his position changed so that he cannot be put *in statu quo*. *Southern Finishing & Warehouse Co.* v. *Ozment*, 132 N. C. 839, 44 S. E. 681; *Detweiler* v. *Swartley et al.*, 74 Kan. 855, 86 Pac. 141. If one of the parties labors under a mistake of fact in entering into the agreement, of which the other is ignorant, but the writing expresses the intention of the parties accurately, there is no ground for reformation. *Steinmeyer et al.* v. *Schroeppel*, 226 Ill. 9, 80 N. E. 564; *Grant Marble Co.* v. *Abbot*, 142 Wis. 279, 124 N. W. 264. The court — erroneously it seems — brings the principal case within the last category. The result, however, might conceivably be supported on two grounds: First, that the elements of an estoppel exist. But usually the facts upon which an estoppel is raised must be pleaded. *Delaware Ins. Co.* v. *Penna. Fire Ins. Co.*, 126 Ga. 380, 55 S. E. 330. The defendant here did not allege that, in reliance upon the representation, the insured did an act or refrained from doing any. Second, that the complainant's remedy at law was

adequate. If the insurer could set up a defense to an action at law on the policy, reformation would be properly denied. *Thompson* v. *Phoenix Ins. Co.*, 25 Fed. 296; *Craft* v. *Dickens*, 78 Ill. 131. But when the adequacy of the legal remedy is doubtful, equity will grant relief. *Green* v. *The Morris and Essex R. Co.*, 12 N. J. Eq. 165. There seems to be enough danger here that the erroneous indorsement might be prejudicial to the complainant if an action at law was brought on the policy to justify equity in exercising its jurisdiction.

RESTRAINT OF TRADE — CONTRACT NOT TO ENGAGE IN BUSINESS — RESTRICTION IN USE OF STAGE NAME. — In a contract of employment, the plaintiff, a motion picture firm, agreed to advertise the defendant, if at all, under the name of "Stewart Rome;" and the defendant agreed never to appear under this name for any one but the plaintiff. The defendant acted under this name for a long time and became a "star." At the termination of his employment with the plaintiff, he signed a contract with a rival firm to act under the name of "Stewart Rome." The plaintiff now seeks to enjoin the defendant from using this name in violation of the contract between them. *Held*, that the injunction would not be granted. *Hepworth Manufacturing Co.* v. *Ryott*, 121 L. T. R. 226 (Ch. Div.).

A person may by contract conclude himself from the use of his own name, and, *a fortiori*, of a pseudonym, for specified purposes. *Vernon* v. *Hallam*, 34 Ch. Div. 748; *Zagier* v. *Zagier*, 167 N. C. 616, 83 S. E. 913; *Ludwig* v. *Claviola Co.*, 144 App. Div. 388, 129 N. Y. Supp. 310. Whether such a contract is void because in restraint of trade depends, by the modern and better view, on the test of reasonableness. If the restraint imposed is only such as to afford fair protection to the interests of the covenantee and is not so broad as to interfere with the interests of the public, the contract is not illegal. *Nordenfeldt* v. *Maxim Nordenfeldt Co.*, [1894] A. C. 535; *Diamond Match Co.* v. *Roeber*, 106 N. Y. 473, 13 N. E. 419; *National Enameling & Stamping Co.* v. *Haberman*, 120 Fed. 415. Under this rule, a contract not to engage in business, standing alone, is void. *Clark* v. *Needham*, 125 Mich. 84, 83 N. W. 1027; *Clemons* v. *Meadows*, 123 Ky. 178, 94 S. W. 13. But where a restrictive agreement is ancillary, as in the sale of a business, it may be enforced. *Anchor Electric Co.* v. *Hawkes*, 171 Mass. 101, 50 N. E. 509; *Freudenthal* v. *Espey*, 45 Colo. 488, 102 Pac. 280; *Mills* v. *Ressler*, 87 Kan. 549, 125 Pac. 58. Similarly, such agreements in employment contracts may be valid. *Rousillon* v. *Rousillon*, 14 Ch. Div. 351; *Knapp* v. *S. Jarvis, Adams Co.*, 135 Fed. 1008. Equity may, however, deny an injunction on the ground of gross inadequacy of consideration or because there is a complete remedy at law. *Sternberg* v. *O'Brien*, 48 N. J. Eq. 370, 22 Atl. 348. See *Mandeville* v. *Harmon*, 42 N. J. Eq. 185, 195, 7 Atl. 37, 41; *Keeler* v. *Taylor*, 53 Pa. St. 467, 469, 470. The principal case is supportable on the ground that the scope of the restriction is greater than necessary to protect the interest of the employer. *Morris, Ltd.* v. *Saxelby*, [1916] 1 A. C. 688; *Herreshoff* v. *Boutineau*, 17 R. I. 3; *Althen* v. *Vreeland*, 36 Atl. 479 (N. J.). If the restraint were for a reasonable period, *i. e.* for the life of "Stewart Rome" films owned by the plaintiff, the injunction, it is submitted, should be granted. *Cf. Tribune Ass'n* v. *Simonds*, 104 Atl. 386 (N. J.). See 32 HARV. L. REV. 176. And this should be the result even where the reasonable restraint is coupled with another which is unreasonable, provided that the two are distinct and severable by the terms of the contract. *Monongahela River Consolidated Coal & Coke Co.* v. *Jutte*, 210 Pa. St. 288, 59 Atl. 1088; *Trenton Potteries Co.* v. *Oliphant*, 58 N. J. Eq. 507, 43 Atl. 723. But in the absence of such severance, equity will not undertake to make over the contract, and the whole being void, there will be no relief as to any part. *Perls* v. *Saalfield*, [1892] 2 Ch. 149; *Mallinckrodt Chemical Works* v. *Nemnich*, 83 Mo. App. 6.